

ATTACHMENT A

AMENDMENT NO. TWO TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH NEWPORT DREDGING COMPANY INC. DBA SOUTH MOORING CO FOR HARBOR MAINTENANCE AND REPAIR SERVICES

THIS AMENDMENT NO. TWO TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 28th day of July, 2020 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and NEWPORT DREDGING COMPANY INC., a California corporation doing business as ("DBA") SOUTH MOORING CO ("Contractor"), whose address is P.O. Box 528, Newport Beach, California 92661, and is made with reference to the following:

RECITALS

- A. On August 14, 2018, City and Contractor entered into an On-Call Maintenance/Repair Services Agreement ("Agreement") for on-call harbor maintenance and repair services ("Project").
- B. On April 1, 2019, City and Contractor entered into Amendment No. One to the Agreement ("Amendment No. One") to increase the total compensation due to an increase in the volume of Work.
- C. The parties desire to enter into this Amendment No. Two to increase the total compensation due to an increase in the volume of Work, and to amend the Insurance requirements.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **COMPENSATION TO CONTRACTOR**

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **Three Hundred Twenty Five Thousand Dollars and 00/100 (\$325,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City."

The total amended compensation reflects Contractor's additional compensation for additional Services to be performed in accordance with this Amendment No. Two, including all reimbursable items and subContractor fees, in an amount not to exceed **Seventy Five Thousand Dollars and 00/100 (\$75,000.00)**.

2. INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

Section 5(A) of Exhibit C of the Agreement is amended in its entirety and replaced with the following: "Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time."

3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. Two to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 7/16/2020

By: 

For: Aaron C. Harp New 7.16.20
City Attorney

ATTEST:

Date: _____

By: _____

Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____

Will O'Neill
Mayor

**CONSULTANT: NEWPORT DREDGING
COMPANY INC.,** a California corporation
doing business as ("DBA") SOUTH
MOORING CO

Date: _____

By: _____

Charles South
President and Secretary

[END OF SIGNATURES]